

REQUEST FOR PROPOSAL



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **November 10, 2005**

RFP Title: **On-Line Legal Research Library Subscription**
Requesting Dept./ Div.: **King County Department of Adult & Juvenile Detention**
RFP Number: **169-05CMB**
Due Date: **December 1, 2005 — no later than 2:00 P.M.**
Buyer: **Cathy M. Betts** cathy.betts@metrokc.gov, (206) 263-4267

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Monday, November 21, 2005**, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding an *On-Line Legal Research Library Subscription* for the *King County Department of Adult & Juvenile Detention*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *twelve (12) copies* of the proposal response, data or attachments offered, for *thirteen (13) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Monday, November 21, 2005, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

<http://www.metrokc.gov/procurement/contact/findus.aspx>

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Monday, November 21, 2005 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer cathy.betts@metrokc.gov / *Secondary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Vendor. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Transportation, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the vendor and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP *as issued* by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

or Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://metrokc.gov/procurement>. Please refer to the "ITB'S, RFP's, & RFQ's/ New/ Goods and Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with

contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the Proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the vendors submitting proposals at the King County Internet site. Please refer to the "ITB's, RFP's, & RFQs / Awarded / Goods and Services" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.

- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 - SUBSCRIPTION GOAL & OBJECTIVES

A. Goals

1. Provide comprehensive Internet access to legal research references, including case opinions, statutes, rules and related periodicals, guides and supplemental resources that explain the legal system to a public entity of incarcerated citizens and defendants.
2. Ensure inmate access restrictions are in place, and limited to the Internet subscriptions legal research materials only.

B. Objectives (Measurable)

1. Inmate users are able to access applicable and useful legal research materials with a standard web browser using a user-friendly interface;
2. User access able to be tracked and audited by a DAJD Contract Administrator for quality control, access requirements, and demographics;
3. If the system is not available the vendor shall notify the County (DAJD) Contract Administrator of the situation and length of time before service is restored.

PART 2 – BACKGROUND

In 1999, the Department of Adult Detention, in partnership with the American Civil Liberties Union (ACLU), and guided by legal counsel, agreed to implement an electronic solution to legal research via a laptop loaded (via CD) with a compilation of reference materials required for *pro se* and *represented* inmates to adequately support themselves without leaving the secure environment. This tool was historically supervised by a legal librarian position contracted through the King County Library System (KCLS, which is not a King County government agency); a service that is still in operation at this writing.

Over the last five years, the occurrence of “*pro se*” inmates has significantly increased from less than one inmate per year, to the current average of 25, for an average daily population or ADP of 2600 defendants. Library staff obtained legal materials from the King County Law Library; however, demand for legal materials has also increased as attorney *represented* inmates and “*pro se*” defendants alike request more legal materials and case law, and laptop time.

As of January 1, 2006, KCLS will no longer be able to provide the contracted Legal Librarian Service.

PART 3 – SCOPE OF WORK

A. On-Line Access

The vendor will provide comprehensive on-line access via single domain (for example, www.companyname.com) to legal research references, including case opinions, statutes, rules, and related periodicals, guides and editorial enhancements. No other access to the Internet shall be permitted.

B. Navigation of User Interface

The vendor will train support staff to efficiently navigate the on-line user interface. This training assistance will include on-site visits from vendor trainers, on-line demonstrations, printed instructive materials, and toll free telephone assistance. On-line and printed instruction on efficiently navigating the system for research shall be provided for inmate usage. Additional types of inmate instruction can be offered by the vendor.

C. Requirements

There are potentially 2500 resident inmates who have the option to request the use of a computer workstation capable of accessing legal reference and research materials. The vendor selected must account for the following detailed requirements:

1. Provide a subscription service:
 - a. Via an Internet connection compatible with a standard web browser*
 - b. That employs two proxy servers (Squid) that will be located in our two Adult Detention facilities (Seattle and Kent Washington) file server rooms.
 - c. Allow for a full accounting of pages printed and other consumables tracking; integrated (via IBM's MQ Interface or other such message queuing strategy consistent with King County Standards) to the department's inmate financial system (KEEFE Commissary Network).
 - d. That incorporates DAJD IT resources during the technology design and security planning phase.
2. Provide toll free telephone reference attorney assistance weekdays 8:00 am to 5:00 pm. for administrative staff.
3. Provide details on how vendor will address technical difficulties. For example: how logging and resolving system problems are documented and reported to King County (DAJD) contract administrator.
4. Discuss vendor's policy and procedure (service level agreement) on the handling of service requests, response and problem resolution time measurement.
5. Vendor shall propose a method by which individual inmate access is authenticated and tracked via unique ID.
6. Provide a system by which the King County DAJD system administrator can manage user accounts. Vendor will provide details on how this is accomplished.
 - a. The vendor shall provide an interface to the backend of the subscription
 - b. The vendor system shall allow a DAJD system administrator (not an IT resource) to be able to log and track the users, logins, logout, sites accessed, length of stay, as well as other information used to assist inmate with research difficulties and time and material analysis.
7. Vendor shall provide reporting capabilities in the following areas:
 - a. Individual user reports:
 - i. Users' total time of system use (per event, running total, etc.)
 - b. Offer Ad hoc reporting functionality for the following data elements:
 - i. Queries used by inmates
 - ii. Printing by page count
 - iii. Duration of sessions
 - iv. Time spent searching vs. viewing documents
 - c. General System Use Reports
 - i. Hours of service daily
 - ii. Appendix of legal research subscription and materials available to user
8. Cost comparative analysis:

Vendors must identify a flat rated facility-wide cost while acknowledging that the precise number and identity of users will fluctuate. A facility wide subscription is required.

* The current King County standard is the latest version of Microsoft Internet Explorer

Provide subscription costs for each **one-year** (unless otherwise specified contract option).

Number of Subscriptions	1	5	10	More than 10
24 hours x 365 days per year Access	\$	\$	\$	\$
18 hours x 365 days per year Access	\$	\$	\$	\$
12 hours x 365 days per year Access	\$	\$	\$	\$
Identify any miscellaneous costs	\$	\$	\$	\$
Percent discount for 2-yr contract	%	%	%	%
Percent discount for 3-yr contract	%	%	%	%
Subscription Service Option Provide Options for Subscription flat fee based upon total # work stations; or # of concurrent users; or # of hours of total use, etc.	\$	\$	\$	\$
Other material or service Options and their costs?	\$	\$	\$	\$
Miscellaneous option - “indestructible” hardware and costs option: Option to describe additional hardware indestructible monitor (and/or CPU) and cost variables for sale; lease; maintenance.				

9. The system must have the following attributes:
 - a. Be user-friendly so that the inmate can search for case law easily and without needing additional support to inmate from staff.
 - b. Have a simple user interface that is fast and easy for inmates that are not computer literate and/or are not educated in the practice of law.
 - c. Requires no special training.
 - d. Provides a Help and Instructions menu.
 - e. Comply with Americans with Disabilities Act, Section 508 of the U.S. Rehabilitation Act, and the W3C Web Accessibility Initiative (e.g. Provide for adjustment to 12 font size and larger screen script; Non-color screen script option, etc.)
 - f. Provide a list of all primary legal research reference materials (caselaw, statutes, and rules) provided in the subscription; must be current and available on a flat rate basis for all 50 states; appellate, and all federal jurisdictions. Include any price differentiation for the additional 49 states (excluding Washington state) and 1-8th Federal Circuit Court materials.

- g. Editorial enhancements must include “*headnotes*” and a “*citatory*” for caselaw. Annotations for statutes and rules must include notes of decision and history. Vendor proposals without these minimal editorial enhancements will not be accepted for any further review.
- h. Provide a list of legal resource material. Secondary materials (e.g. materials explaining evidence, search and seizure, trials, violent crimes, serving as a pro se attorney, treatises, prisoner manual, etc.). Include price differentiation if not included within the flat rate.
- i. State capability to restrict inmate users' subscription access to newspapers, people find service, and public records.
- j. Provide inmates with their own logins using an inmate tracking number used by the department or other such positive identification number.
- k. Propose a methodology for an electronic feedback system (suggestions, questions, problems, etc.) for system administrator to communicate with the vendor.
- l. Include the following research books and resources (or equivalent) on Internet connection (subscriber service): (If you are providing the equivalent resource, specifically name that replacement resource next to the one it is replacing.)
 - 9th Circuit District and Appeals Court from 1900
 - Appellate case law for all 50 states
 - Archived Washington Codes from 1991
 - Black's Law Dictionary
 - Citation Service
 - Washington State Court of Appeals Volume 1, plus all other volumes
 - Federal Civil Judicial Rules
 - Federal Criminal Rules and Procedures
 - Federal Sentencing Guidelines
 - Jury Instructions
 - Local Federal District & Bankruptcy Rules
 - Prisoner's Manual
 - Revised Code of Washington (RCW) and RCWA
 - Washington State Supreme Court - Vol. 1, plus all other volumes
 - Table of Contents for RCW
 - Table of Contents for USCA
 - Table of Contents for Washington Administrative Code
 - United States Code Annotated (USCA)
 - United States Constitution
 - US Public Laws
 - US Supreme Court from 1794
 - Washington Administrative Code
 - Washington Adult Sentencing Guidelines
 - Washington Advance Legislative Service
 - Washington Attorney General opinions from 1949
 - Washington Bankruptcy Filings
 - Washington Constitution
 - Washington Court Rules, annotated, State, Local, Federal
 - Washington Domestic Relations Forms
 - Washington Law Digest
 - Washington Municipal Code
 - Washington regulation tracking from 1990
 - Washington State Register
 - Washington Uniform Commercial Code Filings
 - Secondary Sources: explaining evidence, search and seizure, trials, violent crimes, etc.
 - Washington secondary law treatises

PART 4 - PROPOSER'S QUALIFICATIONS & PROPOSAL EVALUATION CRITERIA

A. Evaluation Process and Criteria

The County will initially check the proposal to validate that all information required by this RFP is included. Absence of required information may be cause for rejection. Proposals that include all required information will then be evaluated in two phases. Final award will be based on highest cumulative score.

1. Evaluators will consider written proposals combined with no-cost Internet access for evaluators to examine materials described as available on a flat rate basis in the proposal. DAJD is seeking cost-effective service, given the size of King County and departments seeking similar service.

This process evaluates the written proposals for breadth of reference materials offered, user support, and associated costs based on the following criteria:

Evaluation Detail	Value
1. Vendor Qualifications: Demonstrated ability and research material content required to provide the legal research reference materials, training, and research assistance.	15 points
2. Subscription Contents: Breadth of legal research reference materials offered in proposed subscription. Ease of on-line navigation within subscription materials.	30 points
3. Ongoing Training Support: On-site and online subscription user training and supporting written materials.	15 points
4. Costs: Monthly access cost for subscription and additional costs incurred by using materials outside the subscription.	30 points
5. Demonstrated references on quality and maintenance of service, and prompt response to contractor requests	10 points
Totals	100 max

2. Scoring Proposals

In scoring proposals, the County assigns up to 30 points for a cost-effective system. Moreover, the contents of the subscription will be evaluated in light of the breadth of the materials offered within the flat rated portion of the subscription, which is assigned up to another 30 points. Thus, the combined total maximum available points for cost and subscription breadth account for the majority of the phase one scoring.

3. Site Demonstration and Interview

Based on the results of the written evaluations, King County may select one or more finalists, at its discretion, for site demonstrations and interviews. Other vendors may be designated as "pending finalists" and may or may not be asked to proceed with this phase depending on the outcome of site demonstrations and/ or interviews with the initially selected finalist(s). If site demonstrations and interviews are conducted, they will be worth 25 points each. Final award would then be based on the cumulative point totals of all evaluation phases.

King County desires site demonstrations to be in Internet connected conference room facilities provided by the King County DAJD, in Seattle, Washington.

B. RFP Format:

1. Title Page: Provide basic vendor information as shown on page 1 of this RFP.
2. Management Summary (limit to one page): Describe why your proposal will best meet the needs of the King County DAJD. In your summary, explain what sets your subscription services apart from competitors. Highlight the features, methods and/or tools that make your system superior.
3. Functional requirements - Overview of Subscription: Describe in detail the scope of legal reference materials available in the subscription. Graphics may illustrate the online user screens. Description must include both the minimum standard and the optimal recommended computer system requirements. These standards may include CPU, RAM, and necessary applications such as web browser and word processing program versions.
4. Subscription Training Plan: Describe your plan, resources, and schedule for training users.
5. Costs: State flat rate monthly costs for duration of contract. Specify *all* materials included within flat rate. Explain additional costs for accessing materials outside of the scope of the flat rated materials. See Part 3 for more detail.
6. Account Team and References: List the primary vendor account representative and training representative for this RFP and include resumes. Also provide a list of at least 3 references where your company has successfully implemented similar subscription services. King County is especially interested in contracting with a vendor and project team that has proven experience with large metropolitan area institutions.
7. Financial Information: Provide a statement of the company's financial stability and strength and furnish documented support for your statement (e.g., audited annual financial report).

PART 5 – PROPOSED SCHEDULE (some dates subject to change)

November 10, 2005Advertise RFP

November 21, 2005Pre-Proposal Conference, 10:00 a.m.

December 1, 2005Proposals Due, no later than 2:00 p.m.

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Vendor shall be required, and the Vendor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Vendor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Vendor shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Vendor in implementing the terms of this section. The Vendor will permit access by the County to the Vendor's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Vendor shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Vendor.
- E. The Vendor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Vendor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application thereof, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any

advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Vendors entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Vendor's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Vendor obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-contractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Vendor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-contractors and suppliers, the Vendor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the Vendor nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Vendor shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-contractors and suppliers in this contract and in its overall public and private business activities for the same period. The Vendor shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Vendor by all businesses seeking to participate on this Contract. Vendor shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds,

Vendor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Vendor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Vendor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Vendor may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Vendor's office to review records related to actual utilization of and payments to subcontracting firms. The Vendor shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Vendor shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Vendor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Vendor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Vendor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Vendor ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Vendor shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Vendor materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Vendor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Vendor, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Vendor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Vendor by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Vendor, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Vendor shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Vendor is an independent contractor, and neither the Vendor nor its officers, agents or employees are an employee of the County for any purpose. The Vendor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Vendor, its employees or others by reason of this Contract. The Vendor shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Vendor's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Vendor of work, services, materials and/or supplies by Vendor employees or other suppliers in connection with the performance of this Contract.

- B. The Vendor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Vendor, its officers, employees, agents and/or rep-

representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Vendor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Vendor, its officers, employees, and/or agents. The Vendor agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Vendor by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Vendor. In addition King County shall be entitled to recover from the Vendor fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Vendor shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Vendor has failed to comply with any terms or conditions of this Contract or the Vendor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Vendor in writing of the nature of the breach;
- B. The Vendor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Vendor's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Vendor in writing of the County's determination as to the sufficiency of the Vendor's corrective action plan. The determination of sufficiency of the Vendor's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Vendor does not respond within the appropriate time with a corrective action plan, or the Vendor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Vendor or prohibit the Vendor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Vendor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Vendor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Vendor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: http://www.metrokc.gov/procurement/resources/forms_eb.aspx.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Vendor agrees to abide by all the conditions of said Chapter. Failure by the Vendor to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Vendor covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Vendor shall take appropriate steps to assure compliance with this provision.
2. If the Vendor violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

- C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Vendors able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Vendor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document

printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Vendor may notify the Contract Administrator, who may waive the recycled paper requirement. The Vendor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Vendor which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and Vendors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Vendor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Vendor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Vendor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Vendor in the case of fiscal audits to be conducted by the County.
- D. The Vendor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Vendor received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Vendors receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$500,000.00. The Vendor shall provide one copy of the audit report to each County

division providing federal financial assistance to the Vendor no later than six (6) months subsequent to the end of the Vendor's fiscal year.

SECTION VII – REQUIRED FORMS


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form (if applicable)
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Twelve (12) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
 King County	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
Bid No.	RFP 169-05CMB
Bid Title	On-Line Legal Research Library Subscription
Due Date	
Vendor	